is not present. There is no evidence of any contract that could be specifically enforced. On the general topic of the revocability of licenses, see 7 MICH. LAW REV. 660, 13 MICH. LAW REV. 401.

NAVIGABLE WATERS—DOCK AT END OF STREET.—Defendant owned a tract of land on the water-front of Long Island Sound, through which ran a street of the plaintiff city. Plaintiff city had erected a dock at the end of the street. In condemnation proceedings brought by the city to secure defendant's land, the city claimed that as it, having an easement extending from the terminus of the street to the navigable waters of the sound, had of right erected its dock, thereby depriving defendant of the use of this strip of land, she should only be awarded nominal damages for this particular piece of property. *Held,* that, although the city's street easement extended to the navigable water, it had no right to erect such a wharf, and consequently defendant should be given substantial damages for it. *In Re Main Street in City of New York* (N. Y. 1915) 110 N. E. 176.

The question of whether or not a city having a right of way running down to a river may build a dock at the end of that right of way is one which has arisen in but few cases. It has been held that, since such an easement extends out to the middle of the stream, the easement carries with it the right to build a dock. *Williams* v. *Intendant and Town Council of Gainesville,* 150 Ala. 177, 43 So. 209; *Backus* v. *City of Detroit,* 49 Mich. 110. There is a dictum to this effect in *City of Galveston* v. *Menard,* 23 Tex. 349. That such a right does not exist, is held in *In Re Cramps Appeal,* 13 Phila. 16. It would seem that the former rule were the better one. It has been held that a public right of way down to a stream gives the public an easement over the adjoining water and submerged land to the middle of the river, and hence the public has the right to use the terminus of the right of way as a ferry landing. *Mills* v. *Learn,* 2 Ore. 215; *Patrick* v. *Ruffners,* 2 Rob. (Va.) 209; *Peter* v. *Kendal,* 6 Barn. & Cress. 703. It would seem but a proper further step to hold that the public has a right under the circumstances to erect a dock as a means, not of crossing the stream, but of access to the stream, which also is a public highway.

MARRIAGE—NECESSITY FOR COHABITATION AFTER COMMON-LAW MARRIAGE.—Where a marriage was invalid as a statutory marriage because performed under a void license, and such attempted marriage, though made *per verba de praesenti,* was not consummated by cohabitation. *Held,* not a valid common law marriage, though common law marriages are good in the state. *Herd* v. *Herd* (Ala. 1915) 69 So. 885.

The rule as to the necessary elements of a common-law marriage is generally stated somewhat as follows: "A valid common-law marriage may be constituted by a mutual agreement between the parties * * * whereby they presently undertake and contract to be husband and wife * * * and thereupon assume their marital duties and cohabit together." 26 Cyc. 838; *Williams* v. *Kilburn,* 88 Mich. 279; *Shorten* v. *Judd,* 60 Kan. 73; *Tartt* v. *Negus,* 127 Ala. 301; *Hutchison* v. *Hutchison,* 196 Ill. 432; *Van Tuyl* v. *Van Tuyl,* 57 Barb. 235; *Univ. of Mich.* v. *McGuckin,* 64 Neb. 300; *Adger* v. *Acker-*

man, 115 Fed. 124; *Rose* v. *Clark,* 8 Paige 573; *Richard* v. *Brehm,* 73 Pa. St. 140, 13 Am. Rep. 733. But in practically all of the cases which are cited in support of this rule there had been cohabitation, and the statements of the courts as to the necessity for cohabitation are open to the objection that they do not relate to a litigated point. *Lorimer* v. *Lorimer,* 124 Mich. 631 and *Taylor* v. *State,* 52 Miss. 84 are open to this objection, though in both cases the courts stated that instructions given by the trial courts, failing to state that cohabitation was necessary, were erroneous. The exact point was raised in *Ashley* v. *State,* 109 Ala. 48, which was a prosecution for bigamy. The second marriage was solemnized under a void license but there was no cohabitation. On appeal it was held that there was no common law marriage. Precisely the opposite conclusion was reached in *Davis* v. *Davis,* 7 Daly (N. Y.) 308. The court said, "All that is necessary to constitute a valid marriage between parties competent to contract it, is their mutual consent to enter into the marital relation. * * * No particular ceremony or form of words is necessary, nor is cohabitation essential to its validity." There is dictum to the same effect in *Dickerson* v. *Brown,* 49 Miss. 357, 370. The weight of authority is apparently with the principal case, though it is difficult to see why there should be any difference in this respect between a ceremonial marriage and a common-law marriage.

OFFICERS—DE JURE OFFICER'S RIGHT TO COMPENSATION.—In a suit against a county for salary due as clerk of the board of road commissioners, plaintiff Hogan proved that he had rightfully continued in office and performed the duties thereof, because one McCutcheon, claimed to have been elected as his successor, was only a *de facto* officer under a void election. *Held,* the plaintiff could compel the county to pay the salary accrued. The court said further: "Even if McCutcheon had undertaken to perform the duties of the office, and had collected the salary, this would not have relieved the county from the duty to pay Hogan, the rightful officer." *Hogan* v. *Hamilton County* (Tenn. 1915) 179 S. W. 128.

The cases involving the right of an officer *de jure* to his salary when the city or county has paid it to the incumbent officer *de facto,* before any judgment of ouster has been rendered against the latter, are hopelessly in conflict; but the rule generally prevailing is, that payment made in good faith to a *de facto* officer constitutes a bar to an action against the public corporation by an officer *de jure. Wayne County* v. *Benoit,* 20 Mich. 176, 4 Am. Rep. 382; *Nall* v. *Coulter,* 117 Ky. 747, 78 S. W. 1110; *Parker* v. *Dakota County,* 4 Minn. 30; *Dolan* v. *New York,* 68 N. Y. 274, 23 Am. Rep. 168; *Brown* v. *Tama County,* 122 Iowa 746, 98 N. W. 562. The correct reason, among the many offered, seems to be that the interest of the community requires that public offices be filled and the duties of the officers be discharged, and since, in order to secure such service, the officer performing must ordinarily be paid, payment in good faith to the officer discharging the duties of the office is justified. As stated by the court in *Michel* v. *New Orleans,* 32 La. Ann. 1094; "Sound public policy dictates the wisdom and the necessity of paying the salary of the officer in possession of the office and performing functions required for